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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 080897

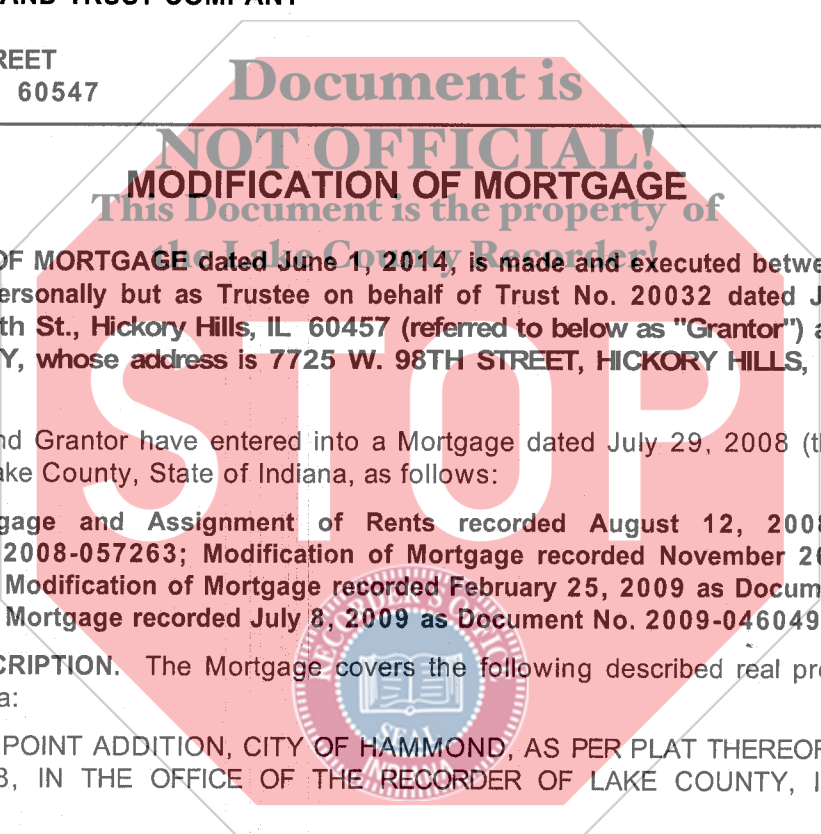
2014 DEC 19 AM 11:45

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:
STANDARD BANK AND TRUST COMPANY
COMMERCIAL
7725 W. 98TH STREET
HICKORY HILLS, IL 60547

WHEN RECORDED MAIL TO:
STANDARD BANK AND TRUST COMPANY
COMMERCIAL
7725 W. 98TH STREET
HICKORY HILLS, IL 60547

SEND TAX NOTICES TO:
STANDARD BANK AND TRUST COMPANY
COMMERCIAL
7725 W. 98TH STREET
HICKORY HILLS, IL 60547



THIS MODIFICATION OF MORTGAGE dated June 1, 2014, is made and executed between Standard Bank and Trust Company, not personally but as Trustee on behalf of Trust No. 20032 dated July 31, 2007, whose address is 7800 W. 95th St., Hickory Hills, IL 60457 (referred to below as "Grantor") and STANDARD BANK AND TRUST COMPANY, whose address is 7725 W. 98TH STREET, HICKORY HILLS, IL 60547 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 29, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Construction Mortgage and Assignment of Rents recorded August 12, 2008 as Document No. 2008-057262 and 2008-057263; Modification of Mortgage recorded November 26, 2008 as Document No. 2008-080497; Modification of Mortgage recorded February 25, 2009 as Document No. 2009-011512 and Modification of Mortgage recorded July 8, 2009 as Document No. 2009-046049.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

LOT 1, COLUMBIA POINT ADDITION, CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 84, PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPTING

→ 14349-72
OCONNOR TITLE SERVICES, INC.
162 W. HUBBARD ST
CHICAGO, IL 60654

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GRET
CK-50721
AO

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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 101540953

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THEREFROM: A PART OF LOT 1 IN COLUMBIA POINTE ADDITION, AN ADDITION TO THE CITY OF HAMMOND, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 84, PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 1 DEGREES 09 MINUTES 18 SECONDS EAST 20.00 FEET ALONG THE WEST LINE OF SAID LOT; THENCE SOUTH 44 DEGREES 26 MINUTES 36 SECONDS EAST 27.99 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 57 MINUTES 30 SECONDS WEST 20.0 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 1215 Gostlin St., Hammond, IN 46327. The Real Property tax identification number is 45-03-30-251-006.000-023.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The principal amount of the Promissory Note is reduced to \$1,415,691.02. The interest rate on the principal balance of the Promissory Note remaining unpaid is reduced to a fixed rate of 5.75%. Repayment is modified as follows: Borrower will pay this loan in 59 regular payments of \$11,820.36 each beginning July 1, 2014 and one irregular last payment estimated at \$1,084,458.72 due on June 1, 2019 as more fully set out in the Maturity Date Extension and Rate Adjustment paragraph below and a Change in Terms Agreement of the same date herewith incorporated herein by this reference.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MATURITY DATE EXTENSION AND RATE ADJUSTMENT. Notwithstanding the final payment date set forth in the Payment section of the Note, unless Lender has declared the entire unpaid principal balance under the Note and all unpaid interest immediately due as a result of an Event of Default prior to such final date: (a) the final payment will be extended until June 1, 2029 and (b) Borrower will make a regular monthly installment payment of \$11,820.36 to Lender on June 1, 2019 and (c) effective June 1, 2019 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal the Weekly Average Yield on The United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years, plus a margin of 2.75 percentage points but at no time will this adjusted interest rate be less than 5.75%. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over 10 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing July 1, 2019 and on the first day of each subsequent month through and including June 1, 2024 at which time effective June 1, 2024 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal the Weekly Average Yield on The United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years, plus a margin of 2.75 percentage points but at no point will this adjusted interest rate be less than 5.75%. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over 5 years using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing July 1, 2024 and on the first day of each subsequent month through and including June 1, 2029 at which time the remaining principal balance and interest shall be due in full.

MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 2014.

GRANTOR:

TRUST NO. 20032

STANDARD BANK AND TRUST COMPANY, Trustee of Trust No. 20032

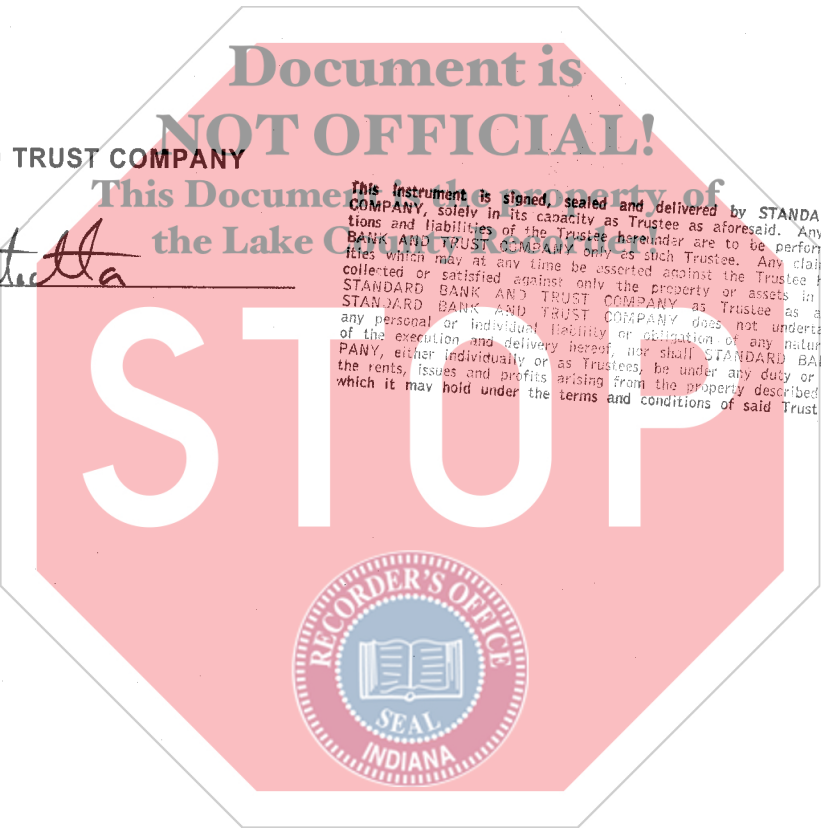
By: Patricia Ralphson Patricia Ralphson, AVP
Authorized Signer for Standard Bank and Trust Company

By: Jay Faler Jay Faler, AVP
Authorized Signer for Standard Bank and Trust Company

LENDER:

STANDARD BANK AND TRUST COMPANY

X James Battaglia
Authorized Signer



This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said any personal or individual liability or obligation does not undertake, nor shall it have of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

MODIFICATION OF MORTGAGE
(Continued)

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TRUST ACKNOWLEDGMENT

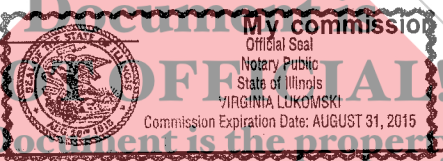
STATE OF Illinois)

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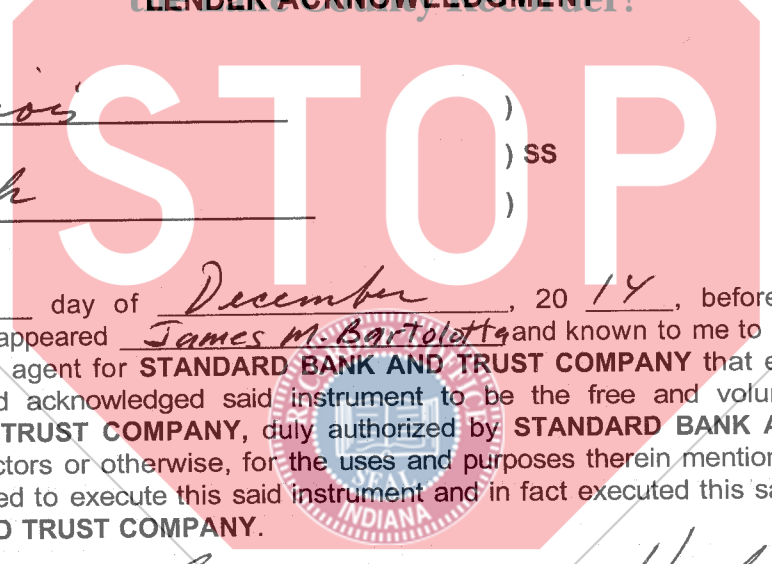
COUNTY OF Cook)

On this 2nd day of December, 2014~~0~~, before me, the undersigned Notary Public, personally appeared Patricia Ralphson, AVP of Standard Bank and Trust Company, Trustee of Trust No. 20032 and Jay Faler, AVP of Standard Bank and Trust Company, Trustee of Trust No. 20032, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Virginia Lubali Residing at _____
Notary Public in and for the State of _____ My commission expires _____



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LENDER ACKNOWLEDGMENT!



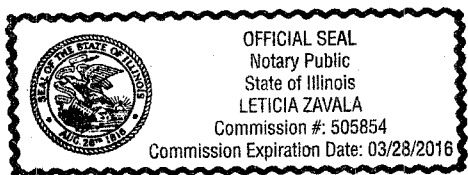
STATE OF Illinois)

) SS

COUNTY OF Cook)

On this 2ND day of December, 2014, before me, the undersigned Notary Public, personally appeared James M. Bartolotta and known to me to be the Loan Officer, authorized agent for **STANDARD BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **STANDARD BANK AND TRUST COMPANY**, duly authorized by **STANDARD BANK AND TRUST COMPANY** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **STANDARD BANK AND TRUST COMPANY**.

By Leticia Zavala Residing at Hickory Hills
Notary Public in and for the State of Illinois My commission expires 03-28-2016



**MODIFICATION OF MORTGAGE
(Continued)**

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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Agnes K.).

This Modification of Mortgage was prepared by: Agnes K.

